

REDACTED VERSION OF EXHIBIT

Exhibit 1-A

Claims Services



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 4 to Contract Work Authorization Matter No. 1706996 dated September 27, 2018 (the "CWA") issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated January 13, 2017 (the "MSA") between the below-named Contractor ("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PricewaterhouseCoopers, LLP

This Change Order consists of 2 pages.

Contractor's Address: 3 Embarcadero Center
San Francisco, CA 94111-4004

Project Name: Evidentiary Evaluation and Future State Proposal

Job Location: San Francisco and other various locations

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The Total Value of the CWA is increased by \$25,000 from \$277,500 to \$302,500 (2017 contract value - \$125,000, total contract value \$427,500)
2. Table 1 – Scope of work
3. ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

PRICING CHANGES:	Previous Total CWA Value:	\$277,500
	Addition or Deduction:	\$25,000
	Revised Total CWA Value:	\$302,500

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS, LLP	
Signature		Signature	
Name	Janet Loduca	Name	Emily Kent
Title	VP and Deputy General Counsel	Title	Partner
Date	10/8/18	Date	10/8/18



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ADMINISTRATION			
PG&E Negotiator	Elizabeth Collier	Contractor Representative	EmilyKent
Phone	3-4620	Phone	917-583-8242
Email:	EACP@pge.com	Email:	<u>emily.f.kent@pwc.com</u>
Accounting Reference	Invoices should be sent to PG&E Law Department Payment Processing, P. O. Box 7133, San Francisco, CA 94120		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

[REDACTED]

This Contract Work Authorization (CWA) dated September 27, 2018 outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "client") with PricewaterhouseCoopers LLP ("PwC" or "Consultant" or "Contractor") to perform the services described below ("Services").

The governing Master Services Agreement ("MSA") for this work is the Change Order No. 4 executed on September 27, 2018, 2018 to the Master Services Agreement #4400011341 executed on January 17, 2017 and supersedes all other oral and written representation, understandings, or agreements relating to the subject matter hereof.

Contract Work Authorization

Evidence Evaluation Extension

I. Overview

[REDACTED]
[REDACTED] at the request of PG&E's Law Department ("Law"), Consultant has been requested to conduct the following:

- **Perform additional supporting activities related to evidence evaluation.**

[REDACTED]
[REDACTED]

These activities will be performed in conjunction with and under the guidance of Law.

II. Scope of Services

1. Evidence Evaluation

- a. In order to assist PG&E with efforts to complete the evidence evaluation effort, the following will be performed:
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. [REDACTED]
- b. This section of the scope of services will include one full-time (40 hours per week) and one part-time Consultant for approximately one week and a half, plus part-time Manager and Partner oversight. The above scope may span as a part-time effort over more than one week.

[REDACTED]

In addition to the identified work activities for the above project, PG&E may at times request additional support from Consultant specifically related to the claims coding efforts. PG&E and PwC will discuss and agree upon the scope of any such additional activities, to be set forth in a Change Order to this CWA.

PwC is not providing legal advice or legal opinions in this engagement. PG&E will obtain such advice or opinions from its attorneys.

III. Deliverables

Consultant shall prepare deliverables in conjunction with PG&E and will be intended to be treated solely as PG&E's own property as set forth in the CWA. PG&E will review such deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

IV. Anticipated Timeframe

Consultant shall commence performance hereof when authorized to do so by PG&E.

V. Overall Key Assumptions

The work and deliverables as defined in Section II and Section III will be performed at the direction of PG&E management.

VI. Team/Resource Description

The key Consultant team members and roles are described below:

- Emily Kent and Kristin Cheek shall provide project oversight and guidance, help ensure that the right Consultant resources are available, and provide strategic advice and recommendations to PG&E
- Consultant shall provide additional team members at the Associate through Senior Associate level to perform the Services and Deliverables in accordance with the specifications set forth in this CWA

VII. Professional Fees and Expenses

- Professional Fees are on a fixed fee basis totaling \$25,000
- Expenses have not been included in the fixed fee basis and shall be billed as incurred in accordance with the MSA

VIII. Other Items

- The parties hereby agree that PwC may subcontract the Services to its wholly-owned subsidiary, PricewaterhouseCoopers Advisory Services LLC.
- PwC's Materials and PwC's fees and fee structure is PwC's Confidential Information.
- PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for managing the establishment and maintenance of any such privilege or protection.
- Contractor makes no representation as to whether the attorney work product doctrine or the attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agrees to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.

PG&E BILLING PROCEDURE SUMMARY

In order to process your statements, PG&E must have the following information with *every* monthly statement:

1. A cover summary sheet on your letterhead with:
It addressed to PG&E at P.O. Box 7133, San Francisco, CA 94120,
Your remittance address if different than your letterhead address,
Your taxpayer ID number,
The case or matter name,
The calendar period covered by the statement,
A summary statement of the professional fees and disbursements together with the invoice total.
2. A separate statement of supporting detail on your letterhead with:
The case or matter name,
Name and job title (e.g., paralegal) of each worker on each date work is done,
Time worked on each date work is done, separated by function,
Description of work done on each date,
Hourly rates for each worker,
Disbursements,
Total amount billed, and,
Display your approved annual budget and how much you have spent to date for the current calendar year, and how much you have spent on a cumulative basis since work began.

Additionally, please make sure that:

You include as disbursements your actual out-of-pocket payments made to outside entities.
Please remember that you must obtain authorization in advance of hiring experts/consultants.

You attach receipts or other documentation for individual items costing \$75 or greater, including photocopying, experts/consultants' fees, and lodging.

Attached for your convenience is a sample statement illustrating the above requirements.

Finally, please remember that PG&E will not pay for normal overheads such as secretarial services, library services, clerical support, office supplies, postage, office copying, telecopying or "fax," filing, local telephone, file indexing, bill preparation, staff overtime, word processing, computer assisted research (such as Lexis-Nexis, Westlaw, and the like), and meals or snacks (unless while traveling or otherwise approved in advance). Include supporting documentation for all copying expenses exceeding \$75.00, as applicable, such as the vendor or service's invoice, your internal accounting showing the per page charge, and PG&E's prior written approval.

We will strike nonconforming items from your statement without further notice.

January 1, 2007

Sample Cover Sheet

Your Firm Name

411 Main Avenue
City, CA 91234-5678

[Remittance address, if different than above.]

Taxpayer ID: 94-0987654

September 1, 2016

Pacific Gas & Electric Company
P.O. Box 7133
San Francisco, CA 94120

Re: ABC v. PG&E

For professional services rendered during the period from August 1, 2016, to August 31, 2016.

Professional Fees	\$187.50
Expenses	<u>50.00</u>
Total	<u><u>\$237.50</u></u>

Sample Detailed Statement

Your Firm Name

411 Main Avenue
City, CA 91234-5678

Taxpayer ID: 94-0987654

STATEMENT

TO: Pacific Gas and Electric Company

RE: ABC v. PG&E

<u>Date</u>	<u>Employee</u>	<u>Title</u>	<u>Services Rendered</u>	<u>Hour</u>	<u>Rate</u>	<u>Amount</u>
8/5/16	Jane Doe	Partner	Prepare for hearing	1.5	\$125	<u>\$187.50</u>
Subtotal.....						\$187.50

Disbursements:

C&D Blueprint Service—depo transcript exhibits for 7/15/16 depo	<u>\$50.00</u>
Subtotal	\$50.00
TOTAL.....	\$237.50

2016 Budget	\$2,500.00
2016 Amount billed to date	<u>237.50</u>
Total amount billed to date	\$3,237.60

DUE AND PAYABLE UPON RECEIPT